

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
OCT 3 2 2007
PUBLIC SERVICE
COMMISSION

In the Matter Of:

PETITION OF SPRINT COMMUNICATIONS)	
COMPANY L.P. AND SPRINT SPECTRUM L. P. D/B/A)	Case No.
SPRINT PCS FOR ARBITRATION OF RATES, TERMS)	2007-00180
AND CONDITIONS OF INTERCONNECTION WITH)	
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A)	
AT&T KENTUCKY D/B/A AT&T SOUTHEAST)	

**SPRINT’S MOTION FOR ENFORCEMENT
OF THE COMMISSION’S SEPTEMBER 18, 2007 ORDER**

Sprint Communications Company L.P. and Sprint Spectrum L.P. (collectively, “Sprint”) hereby moves the Kentucky Public Service Commission (“Commission”) for an Order directing BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast (“AT&T”) to execute and return to Sprint three originals of the Amendment attached hereto as Exhibit A in order to implement the Commission’s September 18, 2007 Order entered in the above-captioned arbitration case. In support of its Motion, Sprint respectfully states as follows:

1. Pursuant to the Commission’s September 18, 2007 Order, the parties’ existing interconnection agreement has been extended for three years from December 29, 2006 through December 28, 2009.

2. In accordance with General Terms and Conditions – Part A, Section 18.1 of the parties’ existing interconnection agreement, “[n]o modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing *and duly signed by the Parties*” (emphasis added).

3. In order to memorialize the Commission's September 18, 2007 Order, on October 9, 2007, Sprint tendered to AT&T for execution the Amendment which is attached hereto as Exhibit A. AT&T, however, refuses to execute Exhibit A. Further, AT&T has not stated any reason, nor made any claim, that Exhibit A in anyway fails to substantively comport with either the Commission's September 18, 2007 Order or the "form" of amendment that the parties have historically used to amend their interconnection agreement.

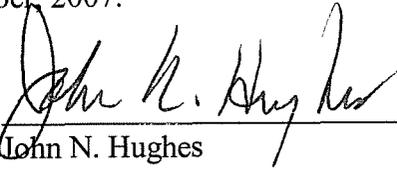
4. Sprint's October 9 tendered Amendment, Exhibit A, accurately reflects both the letter and spirit of the Commission's September 18, 2007 Order; is consistent with the amendment process that is required by the parties' existing interconnection agreement, as well as the "form" that has historically been followed by the parties to implement amendments to the existing interconnection agreement; and, is necessary to memorialize the Commission's September 18, 2007 Order in the Sprint AT&T arbitration.

WHEREFORE, for all of the foregoing reasons, Sprint respectfully requests that the Commission issue an Order that:

- a) directs AT&T, within three days of such issued Order, to make three copies of the Amendment, Exhibit A, originally execute each copy, and overnight mail the 3 originally executed Amendment Exhibits A to Sprint's counsel of record, Joseph M. Chiarelli at 6450 Sprint Parkway, Mailstop: KSOPHN0314-3A621, Overland Park, KS 66251; and,
- b) grants such further relief as is just and proper consistent with the

above requested action.

Respectfully submitted this 22nd day of October, 2007.



John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, Kentucky 40601
(502) 227-7270 (o)
(502) 875-7059 (fax)

William R. Atkinson
Douglas C. Nelson
Sprint Nextel
233 Peachtree Street NE, Suite 2200
Atlanta, GA 30339-3166
(404) 649-0001
Fax: (404) 649-0009
E-mail: douglas.c.nelson@sprint.com
bill.atkinson@sprint.com

Joseph M. Chiarelli
6450 Sprint Parkway
Mailstop: KSOPHN0314-3A621
Overland Park, KS 66251
Voice: 913-315-9223
Fax: 913-523-9623
Email: joe.m.chiarelli@sprint.com

Attorneys for Sprint

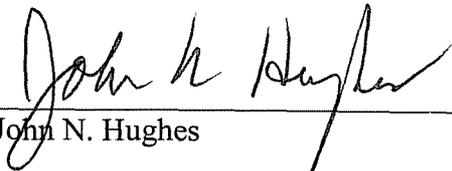
Certificate of Service:

I certify that a copy of this Motion was served by first class mail the 22nd day of October, 2007 on:

:

Mary K. Keyer
General Counsel - Kentucky
AT&T Kentucky
601 W. Chestnut St., Room 407
Louisville, KY 40202

John T. Tyler
AT&T Midtown Center # 4300
675 Peachtree St.
Atlanta, GA 30375-0002



John N. Hughes

Exhibit A

**Amendment to
Interconnection Agreement**

between

**Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.**

and

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS) (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T are amending the Agreement to modify provisions pursuant to the Kentucky Public Service Commission's Order dated September 18, 2007, Case No. 2007-00180;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement shall convert from a month-to-month term basis and be extended three years from December 29, 2006 and shall expire as of December 28, 2009. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2.2 Notwithstanding anything to the contrary in this Agreement, during the term of December 29, 2006 to December 28, 2009, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of the Agreement, dated January 1, 2001, as amended, shall remain in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

By: _____

Name: _____

Title: _____

Date: _____

**Sprint Communications Company
Limited Partnership**

By: _____

Name: _____

Title: _____

Date: _____

Sprint Spectrum L.P.

By: _____

Name: _____

Title: _____

Date: _____